

4773

VOLUNTARY AGREEMENT BETWEEN JAFCO, INC. t/a MT. PLEASANT DELI,  
THE MOUNT PLEASANT ADVISORY NEIGHBORHOOD COMMISSION, AND THE  
MOUNT PLEASANT NEIGHBORHOOD ALLIANCE

Whereas, Jafco, Inc. t/a Mt. Pleasant Deli ("Licensee") has applied for renewal of an ABC Class B license for the premises located at 3068 Mt. Pleasant Street, N.W., Washington, D.C., Case No. 4773-00014P; and

Whereas, the Mount Pleasant Advisory Neighborhood Commission ("ANC 1E") and the Mount Pleasant Neighborhood Alliance (MPNA) have filed a protest to the renewal of the license: and

Whereas, the parties have discussed the concerns of the neighborhood and have reached an understanding relating to the operation of the establishment and cooperative efforts of the Licensee, ANC 1E, and MPNA.

Now, therefore, in consideration of the agreements set forth herein, ANC 1E and MPNA agree to withdraw its protest and Licensee agrees to comply with the terms of the agreement as set forth hereinafter.

Further, all the parties agree to participate in an on-going, structured process of consultation to identify and resolve problems. Protest of ABC Board actions is viewed as a last resort.

Upon acceptance by the ABC Board, this agreement supersedes and replaces all previous Voluntary Agreements previously entered into and attached to the license.

Licensee agrees:

- A. Licensee will comply with all laws and regulations governing the operation of the establishment, including laws and regulations governing the Class B license to which this agreement applies, as applied for and approved by the District of Columbia in the name of Licensee.
- B. Licensee, its officers and employees, will cooperate with ANC 1E and MPNA to address any alleged violation of the laws and regulations referred to in Provision A above and in any request that the appropriate enforcement agency investigate an alleged violation.
- C. Licensee, in cooperation with ANC 1E and MPNA, will support community organizations that seek to alleviate alcohol abuse problems, by participation in meetings and programs, and by other assistance as the circumstances may warrant.
- D. Licensee will participate in the Mount Pleasant business community in an effort to enlist wider business support for cleaner streets and sidewalks, responsible alcohol service, support of alcohol abuse prevention organizations, and law enforcement activities, including supporting efforts

- D. (cont.)  
to supplement current efforts to hire private trash services to keep Mount Pleasant Street clean on a daily basis. This role includes, but is not limited to, consultation with ANC 1E and MPNA when such participation and consultation are reasonably requested.
- E. Licensee will notify ANC 1E and MPNA of any application to transfer the license when filing such application with the Alcoholic Beverage Control Board.
- F. Licensee agrees to maintain trash, garbage and recycling material storage facilities in which all containers have lids which are kept securely closed at all times, which containers shall be sufficient to contain all trash, garbage and recycle materials generated by the establishment, and to assure that trash, garbage, and recycle materials are removed at least three times per week, and only during the hours between 9:00 AM and 9:00 PM. Where the Licensee does not control the trash collection, the ANC and Licensee will work with the landlord to establish appropriate hours for pickup.
- G. Licensee will take reasonable measures to assure that that the immediate environs of the establishment are kept free of litter and debris. "Immediate environs" is defined in Section 720.2 of the ABC Regulations as including: "all property on which the premises are located; all property used by the licensee to conduct its business, whether part of the premises or not, including parking lots and the portion of alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct its business."
- H. Licensee will discourage loitering in front and rear of the establishment, and will cooperate with the Metropolitan Police to enforce this policy.
- I. Licensee will post signs in the establishment in both English and Spanish informing patrons that drinking in public is illegal and subject to possible fine or imprisonment, and that no sales will be made to minors, intoxicated persons, or persons accompanying such persons.
- J. Licensee agrees to work cooperatively, with ANC 1E and MPNA, to improve the overall environment on Mount Pleasant Street to make it a more pleasant, safe area for residents, customers and businesses.
- K. Licensee will not, directly or indirectly, knowingly sell or deliver alcoholic beverages to any intoxicated person, or to any person of intemperate habits, or to any person who appears to be intoxicated, and will cooperate with the Metropolitan Police and health and social service agencies to identify such persons. A person of intemperate habits shall be defined as any person arrested or cited for alcohol-related offenses by the

K. (cont.)

Metropolitan Police for any alcohol-related crime three times or more in any one year and who has been so identified to the licensee by the Metropolitan Police Department by giving a photo and name to the licensee.

- L. Licensee will not sell or deliver alcoholic beverages to any person or persons under the age of 21, and will prominently display the fact that such sales are prohibited and that patrons are subject to being asked to produce valid proof of age.
- M. Licensee will not sell or deliver alcoholic beverages to anyone accompanying a person who has been denied service if there is an apparent attempt to deliver the alcoholic beverage to the person who has been denied service.
- N. Licensee will not provide "go-cups" to customers. A "go-cup" is defined in Section 709.7 of the ABC regulations as a "drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming beverages. "
- O. Licensee will assure that all alcoholic beverage sales staff receives appropriate training in the sale and handling of alcoholic beverages. Licensee will also assure that the ABC Board-approved manager or approved corporate officer on duty in the establishment has received training of the type offered by TIPS, and is displaying identification as an ABC approved manager.
- P. Licensee will comply with DC law and regulation concerning advertising and signage, including historic preservation regulations and guidelines.
- Q. Licensee will not sell, deliver or allow consumption of alcohol before or after legal hours of sale, as modified by this Voluntary Agreement.
- R. Licensee will meet quarterly with a representative of ANC 1E and MPNA to discuss issues and solutions to problems concerning the operation of the establishment in the neighborhood, if so requested by ANC 1E and MPNA.
- S. Licensee will support ANC 1E and MPNA in its efforts with the Metropolitan Police and Emergency Medical Service personnel to establish and carry out an "interdiction" program to identify persons of notoriously intemperate habits and assure that licensees refrain from selling alcoholic beverages to such persons.
- T. Licensee will not sell alcoholic beverages of any kind before 9:30 AM.

- U. For a period of one year, from November 14, 2000 up through and including November 14, 2001, or running for a period of one year from the date from which Lee Irving Liquor refrains from selling beer or malt liquor pursuant to a voluntary agreement executed by Lee Irving Liquor with MPNA and ANC 1E, whichever is sooner, Licensee shall not sell beer or malt liquor in single containers of any size. On or about forty-five days prior to expiration of the one year prohibition on single sales set forth herein, all parties to this Agreement shall jointly petition the ABC Board for a fact-finding hearing concerning the effect this prohibition on single sales has had with respect to issues in the neighborhood involving peace, order and quiet, trash, loitering and service to intoxicated or intemperate persons. As a result of such hearing, the Board shall determine whether to extend or eliminate the prohibition on single sales by Licensee.
- V. This Voluntary Agreement will be posted in the licensee's establishment along with the license granted by the Alcoholic Beverage Control Board.

ANC 1E and MPNA agree:

1. ANC 1E and MPNA will support renewal of the Licensee's ABC license in consideration of agreement to these provisions.
2. ANC 1E and MPNA will work with the Metropolitan Police to assure protection of licensee against any action by any patron denied service.
3. ANC 1E and MPNA will work with the Metropolitan Police to eliminate illegal alcohol sale and consumption and loitering in the Commission's jurisdiction.
4. ANC 1E and MPNA will provide the signs referred to in Provision I, above.
5. ANC 1E and MPNA will meet with the Licensee at Licensee's request to discuss and resolve matters of mutual concern.
6. MPNA and ANC 1E shall promptly approach Lee Irving Liquor in an effort to obtain its agreement to abide by the single sale prohibition set forth in paragraph U above. If MPNA and ANC 1E are unable to obtain agreement from Lee Irving to restrict its sales upon the same terms as provided for herein, MPNA and ANC 1E shall within thirty days file a Motion Seeking an Order to Show Cause before the ABC Board in an effort to cause Lee Irving Liquors to agree to such provision or cause the revocation of its license. MPNA and ANC 1E shall work in good faith to obtain voluntary agreements with all other

6. (cont.)

Class A and B stores in the Mount Pleasant Area upon substantially similar terms, and it agrees to actively pursue protest actions against any establishment that refuses to comply with the hour and single sale restrictions set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated below.

For Class B Establishment:

D. Jafari

Date: 9-21-00

For the Mount Pleasant Neighborhood Alliance:

Monika Towh

Date: 9-27-00

For Advisory Neighborhood Commission 1E:

Laurie Collins

Date: 9-27-00

**BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

**In the Matter of :**

JAFCO, Inc.

t/a Mt. Pleasant Deli

Application for a Retailer's Class

B – renewal application

at premises

3068 Mt. Pleasant Street, N.W.

Washington, D.C.

Case no. 4773-00014P

**Laurie Collins, President, on behalf of the Mt. Pleasant Neighborhood Alliance, and Bill Mosley, Chair, on behalf of the Advisory Neighborhood Commission 1E, Protestants**

**Ely Hurwitz, Esquire, on behalf of the Applicant**

**BEFORE: Roderic L. Woodson, Esquire, Chair**

**Vera Abbott, Member**

**Charles Burger, Member**

**Judy Moy, Member**

**Ellen Oppen-Weiner, Esquire, Member**

**Audrey E. Thompson, Member**

**ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT**

This matter, having been protested, came before the Board for public hearing on February 9, 2000, in accordance with D.C. Code Section 25-115(c)(5)(1999 Supp.), providing for the protestants to be heard. Laurie Collins, President, on behalf of the Mt. Pleasant Neighborhood Alliance, and Bill Mosley, Chair, on behalf of the Advisory Neighborhood Commission 1E, filed timely protest letters.

The official records of the Board reflect that the parties have now reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated September 27, 2000, the protestants have agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

Jafco, Inc.  
t/a Mt. Pleasant Deli  
Page two

Accordingly, it is this 7th day of March 2001, **ORDERED** that:

1. The opposition of Laurie Collins, President, on behalf of the Mt. Pleasant Neighborhood Alliance, and Bill Mosley, Chair, on behalf of the Advisory Neighborhood Commission 1E, be, and the same hereby, is **WITHDRAWN**;

2. The application of Jafco, Inc. t/a Mt. Pleasant Deli for a retailer's class B license (renewal), located at 3068 Mt. Pleasant Street, N.W., Washington, D.C., be, and the same hereby, is **GRANTED**;

3. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**, and:

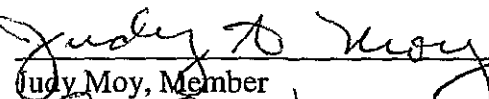
4. Copies of this Order shall be sent to the Protestants, the Attorney for the Applicant and the Applicant.


District of Columbia  
Alcoholic Beverage Control Board


  
Roderic L. Woodson, Esquire, Chair

  
Vera Abbott, Member

Charles Burger, Member

  
Judy Moy, Member

  
Ellen Oppen-Weiner, Esquire, Member

  
Audrey E. Thompson, Member

# 5396

## AGREEMENT

Advisory Neighborhood Commission 2E ("the ANC") and Hudai Yavalar, t/a Fresh Dairy or, subject to approval, Le Petit Corner Store ("Applicant"), agree as follows:

WHEREAS, the Applicant has applied for renewal of a Class "B" alcoholic beverage license for the property located at 1643 34th St. NW ("the establishment"), ABC application number 5396, which is pending before the District of Columbia Alcoholic Beverage Control Board (ABC Board); and

WHEREAS, the ANC represents the residents and taxpayers within the boundaries of ANC2E and wishes to insure that no establishment that sells alcoholic beverages will adversely affect the health, safety, and quality of life in the surrounding community;

NOW, THEREFORE, in consideration of the premises above recited, and the covenants and promises set forth below, the parties agree as follows:

1. The hours of operation of the establishment are currently 7:00 am to 9:30 pm Monday through Thursday; 7:00 am to 10 pm Friday; 8 am to 10:30 pm Saturday; and 8 am-7 pm Sunday. Applicant may change the hours of operation within the limits allowed by law. However, in accordance with DC law, alcoholic beverages shall be made available only between the hours of 9:00 a.m. and 10:00 p.m.
2. Applicant shall sell alcoholic beverages only in prepackaged containers, and shall not sell in quantities of less than 24 oz. Beer shall be sold only in six-pack minimums.
3. Applicant shall erect no exterior signs or awnings, or interior signs visible from the exterior, without prior applicable old Georgetown Board, U.S. Commission of Fine Arts or D.C. Department of Consumer and Regulatory Affairs approval.
4. Applicant shall comply with all aspects of the Civil Infractions Act and the Litter Control Administration Act. Any alleged violations left uncorrected may be referred by the ANC to the appropriate agency.
5. The parties agree that the above provisions are conditions of the license and any failure of Applicant to adhere to the foregoing commitments would constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. §1513.5. Prior to so petitioning, however, the ANC shall notify the Applicant of any perceived violations and afford Applicant seven (7) calendar days in which to address or rectify the perceived violation.
6. This written agreement constitutes the only agreement between the parties and may be modified only by the written agreement of both parties.

Executed this 28<sup>th</sup> day of August, 2002.

By: Hudai Yavalar  
Hudai Yavalar

By: Peter Pulsifer  
ADVISORY NEIGHBORHOOD COMMISSION 2E  
Peter Pulsifer, Chairman



BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of: )

JAFCO, Inc. )

t/a Mt. Pleasant Deli )

Application for a Retailer's Class )

B License )

at premises )

4773 Mt. Pleasant Street, N.W. )

Washington, D.C. )

Application no. 4773

*Mailed  
12/3/01*

**BEFORE:** Roderic L. Woodson, Esquire, Chair  
Vera Abbott, Member  
Charles Burger, Member  
Laurie Collins, Member  
Judy Moy, Member  
Ellen Oppen-Weiner, Esquire, Member  
Audrey E. Thompson, Member

**ORDER ON VOLUNTARY AGREEMENT**

The licensee, the Mount Pleasant Neighborhood Alliance (MPNA) and the Advisory Neighborhood Commission (ANC) 1E entered into an agreement on September 27, 2000. The agreement is one of several voluntary agreements between ABC establishments in the Mt. Pleasant area, MPNA and ANC 1E. The Board approved the license application conditioned on the applicant's compliance with the terms of the voluntary agreement, and incorporated the text of the same into the Order dated March 7, 2001.

On October 3, 2001, the Board held a fact finding on these voluntary agreements, focusing on the prohibition on the sale of single beers. On October 24, 2001, the Board took the matter under advisement and rendered its decision to continue the prohibition on the sale of single beers for one (1) year.

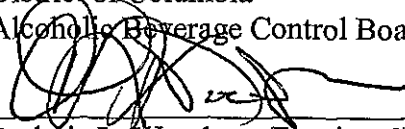
Accordingly, it is this 21<sup>ST</sup> day of November 2001, **ORDERED** that:

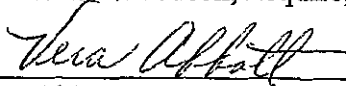
- 1) The existing voluntary agreement containing the provision prohibiting the sale of single beers, be, and the same hereby, is **CONTINUED** for one (1) year between the parties; and

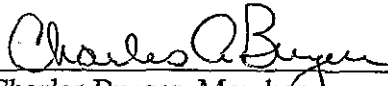
JAFCO, Inc.  
t/a Mt. Pleasant Deli  
Page two

- 2) The Board shall hold a fact finding hearing prior to the expiration of the restriction to determine whether to extend or eliminate the prohibition on single sales;
- 3) The permanent restriction prohibiting the licensee from selling alcoholic beverages prior to 9:30 a.m. shall remain in place; and
- 4) Copies of this Order shall be sent to the licensee, the Mount Pleasant Neighborhood Alliance and ANC 1E.

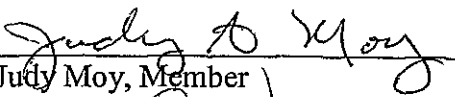
District of Columbia  
Alcoholic Beverage Control Board

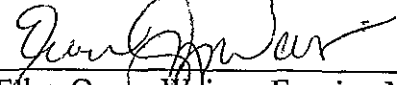
  
Roderic L. Woodson, Esquire, Chair

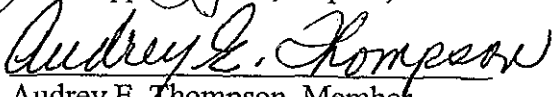
  
Vera Abbott, Member

  
Charles Burger, Member

  
Laurie Collins, Member

  
Judy Moy, Member

  
Ellen Oppenheimer, Esquire, Member

  
Audrey E. Thompson, Member